



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with WGR Southwest, Inc., of Lodi, for Storm Drainage Permit Compliance Services (\$30,925)

MEETING DATE: October 5, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement with WGR Southwest, Inc., of Lodi, for storm drainage permit compliance services in the amount of \$30,925.

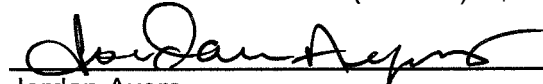
BACKGROUND INFORMATION: The State Water Resource Control Board issued to the City of Lodi Permit WDID No. 5B39NP00028 that governs the discharge of storm water runoff. A condition of that permit requires regular wet season inspections of construction site best management practices be performed for all regulated construction sites as well as annual reporting of the storm drain activities. On May 16, 2007, City Council approved a professional services agreement with WGR Southwest, Inc., of Lodi to perform these services. This agreement has been extended over the past several years; however, the required scope has grown significantly due to the expanded regulatory requirements.

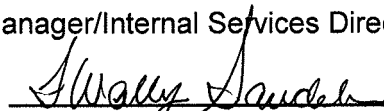
Additionally, the State adopted the Construction General Permit on September 2, 2009, which requires construction sites be inspected, monitored, and annual reports for each site completed throughout the Storm Water Pollution Prevention Plan permit duration. The City currently has two construction sites which will require monitoring by a Qualified Stormwater Practitioner until the Notice of Terminations have been filed and confirmed by the State. Development Standards Plan site compliance review services have also been included as an option, if needed by the City.

The professional services agreement, which includes an option to renew on an annual basis (up to two years), has a projected cost of \$30,925 if all the services are utilized.

FISCAL IMPACT: A portion of the inspection costs will be offset by revenues from the Storm Drainage Permit Compliance Inspection Fees. Non-compliance with the reporting requirement could subject the City to fines.

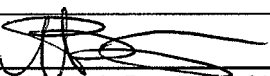
FUNDING AVAILABLE: Storm Drain Maintenance (170405) - \$30,925


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/CES/KMG/pmf
cc: Deputy Public Works Director - Utilities
Compliance Engineer

APPROVED:


Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 **PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on October , 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WGR Southwest, Inc., (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Annual Stormwater Services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 **SCOPE OF SERVICES**

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on October 6, 2011 and terminates upon the completion of the Scope of Services or on October 5, 2012, whichever occurs first.

Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional two (2) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed three (3) years.

ARTICLE 3

E I N

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

ction 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of

them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Reauirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Kathryn E. Garcia, Compliance Engineer

To CONTRACTOR: WGR Southwest, Inc.
 315 West Pine Street, Suite 8
 Lodi, CA 95240
 Attn: John Teravskis

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict

with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or

completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: WGR SOUTHWEST, INC

By: _____


By: 
Name: JOHN TERAUSKIS
Title: COMPLIANCE SPECIALIST

Attachments:

Exhibit A - Scope of Services

Exhibit B - Fee Proposal

Exhibit C - Insurance Requirements

Exhibit D - Federal Transit Funding Conditions (if applicable)



EXHIBIT A

September 14, 2011

Mrs. Kathryn Garcia
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

RE: Proposed Scope of Work – Storm Water Construction Program, for the 2011-2012
Storm Water Season

Dear Mrs. Garcia,

WGR Southwest, Inc. (WGR) is pleased to provide the City of Lodi with this proposal and scope of work to perform the City of Lodi's Construction Storm Water Program, for the 2011-2012 storm water season. The following is the scope of work that we are proposing.

A. Storm Water Construction Inspection Program:

- **Construction Inspections (Monthly Inspections)** – These inspections will be performed at all active construction sites having submitted a NOI for General Permit coverage within the City of Lodi on a monthly basis. The initial inspection will consist of a precursory review of the SWPPP. All site visits will include an inspection of the construction site and its BMPs, completion of a compliance checklist, review of the inspection findings with the site construction supervisor, if available, and preparation of an internal report and other supporting documentation for your Department.
- **Construction Inspections (Follow-up Visits)** – Follow-up inspections will be performed where significant compliance deficiencies were identified during the monthly visit that require follow up sooner than the next monthly inspection. We will complete another compliance checklist, review the inspection findings with the site supervisor, if available, and prepare an internal report and other supporting documentation for your Department.
- **Construction Annual Reports (Annual)** – WGR will complete the Annual Report for projects that had more than three continuous months of construction during the storm water year where the City of Lodi was designated as the LRP. WGR will complete the Annual Report on the SMARTS System and compile and review all Inspection Reports, Monitoring Data, Training Records, and Weather supporting documentation associated with the annual report.

Project Training:

All inspections will be performed by a Qualified SWPPP Practitioner (QSP). We will utilize field inspectors who have been trained on the appropriate use of Best Management Practices (BMPs) at construction sites. We will assign a project manager to the inspection program that has extensive storm water regulatory and BMP experience. We would like to suggest that all of our inspectors perform an initial inspection with your staff to make sure that our approach is consistent with your expectations.

Project Implementation:

WGR will perform the field inspections in accordance with the protocols and guidance developed during the project setup phase. Based on past experience, we have found that the average inspection duration for construction sites requires approximately 1.25 to 1.50 hours for first time inspections, including field time and report preparation. The field inspectors will establish a specific schedule based on the general schedule and will route his/her course of inspections in the most expeditious manner. We feel construction inspections are best performed without advance notice to the party being inspected, so we are not proposing to contact them ahead of time. Each construction site will be inspected using the checklist and following the written protocol. The inspector will take digital photographs of the site and any storm water-related concerns. The inspector will request to review a copy of the SWPPP, at the initial site visit. The report and completed checklists will be provided to the City of Lodi, electronically via e-mail.

DSP site compliance:

WGR will field verify that each construction site is installing the BMPs, which were approved by the City of Lodi. WGR will review the recommendations of the City of Lodi, prior to site inspections. The initial review should take approximately 1.00 to 1.25 hours. WGR will perform DSP field site visits during the construction of each site. The DSP site visits will be performed at the same time as the monthly construction inspection. The time estimated for each site review is 0.33 hours. This visit will be done to make sure each site is building into their site, the approved DSP best management practices, as required, by the City of Lodi.

Annual Compliance Review: WGR will visit each completed construction site, to inspect the site for BMP maintenance and upkeep. This inspection will verify that each site is continuing to maintain each BMP installed, as part of the site's DSP requirements, during construction. The amount of time per inspection will be determined jointly by the City of Lodi and WGR.

Project Wrap Up:

For project closure, we will schedule a meeting to discuss the inspection program results and to identify areas for improvement for future rounds of inspections and training.

These tasks, if necessary, will be provided for on a per unit assignment.

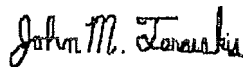
It is WGR's assumption that there will be additional projects starting up as the economy rebounds during the next storm water year. WGR cannot predict the proposed number of projects that will become active and will rely on the City of Lodi for notification of new or additional CIP's as they become active. **All** costs stated in the above table represent unit costs for all projects.

Project Schedule:

We can begin field inspections within five business days of receiving authorization from you to proceed.

We thank you for this opportunity to serve you and we look forward to working with the City of Lodi, on this project. If I can answer any questions concerning our proposal, please do not hesitate to call me or to schedule another meeting to discuss the proposed scope of work.

Respectfully,
WGR Southwest, Inc.

A handwritten signature in black ink that reads "John M. Teravskis". The signature is written in a cursive, flowing style.

John M. Teravskis
Compliance Specialist

EXHIBIT B

Monthly Construction Inspections(First Time Inspections)	14 Sites	@ \$175 Per inspection		\$2,450
Monthly Construction Inspections(Subsequent Months)	7 Monthly Inspections	for 14 Sites	@ \$135 Per inspection	\$13,230
Follow-up Construction Inspections(as required)	7 Follow-up Inspections	@ \$135 Per re-inspection		\$945
Consuction Annual Report Compilation/Submission	3 Annual Reports	@ \$900 Per Report		\$2,700
DSP Site Compliance Visit (incorporated into monthly construction inspections)	7 Inspections	@ \$100 Perinspection		\$700
DSP (Post construction, annual inspection for BMP maintenance and upkeep)	7 Inspections	@ \$225 Perinspection		\$1,575
MS4 Annual Report	1 Report	@ \$2,950 Lum Sum		\$2,950
Weekly Inspections(Pixley Park, DeBenedetti Park, 99 Signalization Project)	12 Total Inspections per month	@ \$75 Perinspection	for 2 months	\$1,800
Pre-storm Inspections(Pixley Park, DeBenedetti Park. 99 Signalization Project)	3 Pre-storm Inspections	@ \$75 Perinspection	for 1 quarter	\$225
Notice of Termination (NOT)	3 Total NOTs	@ \$350 Per NOT		\$1,050
During Storm Inspections	3 During Storm Inspections	@ \$75 Perinspection	for 1 storm even;	\$225
Following Qualifying Rain Event inspection	3 During Storm inspections	@ \$75 Perinspection	for 1 storm event	\$225
Quarterly Non-storm Water Inspections	3 Quarterly Inspections	@ \$75 Perinspection	for 1 quarter	\$225
Sampling and Monitoring (Risk Level 2 Sites only)	5 Sampling Events	@ \$225 Per sampling event		\$1,125
Rain Event Action Plan Inspections (Risk Level 2 Sites only)	15 REAP Inspections	@ \$100 Perinspection		\$1,500
				\$30,925



Exhibit C

Insurance Requirements for contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|---|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$3,000,000 Ea. Occurrence

\$3,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence
\$1,000,000 Property Damage - Ea. Occurrence |
| 3. <u>PROFESSIONAL LIABILITY</u>
\$3,000,000 Ea. Occurrence | 4. <u>POLLUTION LIABILITY</u>
\$3,000,000 Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Completed Operations Endorsement**
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04 will be provided to the City of Lodi.
- (d) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability
- (e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will *any* work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2011-150

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES
AGREEMENT WITH WGR SOUTHWEST, INC., AND TO
NEGOTIATE AND EXECUTE AGREEMENT EXTENSIONS
FOR STORM DRAINAGE PERMIT COMPLIANCE SERVICES

WHEREAS, the State Water Resource Control Board issued to the City of Lodi Permit WDID No. 5B39NP00028 that governs the discharge of storm water runoff, and a condition of that permit requires regular wet season inspections of construction site best management practices be performed for all regulated construction sites, as well as annual reporting of the storm drain activities; and

WHEREAS, on May 16, 2007, City Council approved a Professional Services Agreement with WGR Southwest, Inc., of Lodi, to perform these storm drainage permit compliance services; and

WHEREAS, the agreement with WGR Southwest, Inc., has been extended over the past several years; however, the required scope has grown significantly due to the expanded regulatory requirements; and

WHEREAS, staff recommends executing a Professional Services Agreement, including an option to renew on an annual basis for up to two years, with WGR Southwest, Inc., of Lodi, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement in the amount of \$30,925 with WGR Southwest, Inc., of Lodi, California, for storm drainage permit compliance services; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to negotiate and execute an extension of the Professional Services Agreement on an annual basis for up to two years.

Dated: October 5, 2011

I hereby certify that Resolution No. 2011-150 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 5, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, Nakanishi, and
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk